

ORIGINAL

ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S

FOR PURCHASING USE ONLY

Tracking#

Contract#

Actual BOC Date:

FOR USE BY THE USER DEPARTMENT

Department: Planning & Development Contact Name & Extension: Dawn Stewart ext 7149Project Title and Brief Summary: Unsafe Structure DemolitionsTerm of Contract and/or Project: Removal of 5 Unsafe StructuresVendor Name: Abatech Services, Inc. Contact: Bernard AyukAddress/Phone#: 3476 Palmer Drive, Loganville, Ga 30052 678-344-7959Contract \$ \$49,998.00 Funding Source and Account Number #: 100-7450-521300-41Priority: NEXTBOCKMTG / 30 / 60 / 90 (Choose One) Comments/Justify NEXTBOCKMTG:

Properties are unsecured and unsafe for the community

Director/Elected Official Signature: Marshall W. Walton Date: 8/18/16

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 8/18/16 Date and Time: 8/18/16☐ ITB ☐ RFP ☒ Agreement/Contract ☐ Change Order No ☐ GSA/SWC☐ Approved Sole Source ☐ Other (specify):

Projected BOC Meeting Date:

Comments/Notes: ITB 16-22Procurement Officer Signature: Jana Malone

FOR USE BY THE DIRECTOR OR FINANCE

Date and Time Received: 8.18.16 Date and Time Out: 8.29.16Funding Source: GF Budget Amount: \$53,000Finance Officer Signature: R. Miller

FOR USE BY COUNTY ATTORNEY

Date and Time Received: 8/18/16 Date and Time Out:☐ Returned to Purchasing with comments

Comments:

☐ Received from reroute (if applicable):☒ Approved as to form and Returned to PurchasingCounty Attorney Signature: Date and Time In: 8/19/16

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 9/15/16; 2:07 pm Date and Time Out:☒ Approved for Agenda Placement and Forwarded to County Clerk

Comments/Notes: Agenda Date:

Chief of Staff Signature: Dorinda Pinder

2016-307



Rockdale County Board of Commissioners

Priority:
RUSH/30/60/90

Agenda Item Summary: Item #

MEETING DATE:

Requesting Department
Planning & Development – Code Enforcement

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Authorization for Demolition of Unsafe Structures

Requirement for Board Action (Cite specific Board policy, statute or code requirement)

DIVISION 2.-UNFIT BUILDINGS OR STRUCTURES; Health Hazards on Private Property
Sec. 42-102 – Service of complaint

Is this Item Goal Related? (If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)



Yes



No

Summary & Background

(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

September 3, 2015 Unsafe Structure Hearings were held and 6 structures were deemed unsafe requiring removal. Notice was sent out to property owners September 22, 2015 giving them 30 days to come into compliance or said demolition would be accomplished by Rockdale County with liens attaching to the property. 1 owner complied and 5 are remaining. The properties are as follows:

1320 Norton Road, Conyers – Parcel # 67-0-02-0009

1596 Cherry Hill Court, Conyers – Parcel # 45-B-01-0019

2569 Lake Capri Drive, Conyers – Parcel # 19-0-01-0031

5840 Little Mountain Drive, Ellenwood – Parcel # 001-0-02-0017

8391 Pleasant Hill Road, Lithonia – Parcel #17-0-01-0006

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Funds have already been allocated to 100-7450-531300-41

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Source of Additional Information

(Type Name, Title, Department and Phone)

Department Head/Director's Approval

Typed Name and Title

Marshall W. Walker

Phone

Ext #7135

Signature

Marshall W. Walker

Date

8/18/16

Chief of Staff
Approval

**AGREEMENT FOR ENVIRONMENTAL SURVEYS, ABESTOS ABATEMENT,
AND DEMOLITION OF STRUCTURES**

This Agreement entered into on this _____ day of _____ 2016, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and ABATECH SERVICES, INC., a Georgia corporation, whose address is 3476 Palmer Drive, Loganville, GA 30052, (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor to conduct environmental surveys, asbestos abatement, and demolition services of five structures at the following locations:

Location #1: 1320 Norton Road, Conyers, Georgia

Location #2: 1596 Cherry Hill Court, Conyers, Georgia

Location #3: 2569 Lake Capri Drive, Conyers, Georgia

Location #4: 5840 Little Mountain Drive, Ellenwood, Georgia

Location #5: 8391 Pleasant Hill Road, Lithonia, Georgia

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. Services Provided by Contractor.

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner environmental surveys, asbestos abatement, and demolition of the structures so noted above, hereinafter called "Work", and in accordance with the Contractor's proposal dated June 23, 2016, attached hereto and made a part hereof, (hereinafter called "Proposal"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Planning and Development Director or their designee and consistent with all Federal, State and Local laws.

The Contract Documents, proposal documents, and drawings are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the

County.

The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specific in a written Notice to Proceed and shall fully complete all work hereunder within thirty (30) days, unless modified and agreed upon by both parties in writing.

2. Fees and Compensation.

- (a) Contract Price: The Contract Price shall not exceed Forty-Nine Thousand, Nine Hundred Ninety-Eight and 00/100 (\$49,998.00) Dollars, and shall be the total amount payable by the County to the Contractor for the performance of the Work set forth in the Contract Documents, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. The County shall provide payment within thirty (30) days of receiving said invoice.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

- (b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:
- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
 - (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

3. Effective Dates of Agreement.

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be thirty (30) days from the date the Contractor receives notice to proceed from the County, unless terminated by either party as detailed in Section 12 of

this Agreement.

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$100.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

4. Rejection of Work and Materials.

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. Supervision of Work.

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. Changes in the Contract.

The County may at any time, as the need arises, order changes within the scope of

the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

7. Insurance.

The Contractor shall not commence any work under this Contract until all insurance has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

8. Protection of Work, Property and Persons.

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- (b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.
- (c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.
- (d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury or loss.
- (e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work

planned, or in progress, should be performed to minimize impact of adverse weather.

9. Protection of the Environment.

- (a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work, and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning and grading operations.
- (b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.
- (c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

10. Protection, Location and Relocation of Utilities.

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

11. Indemnification.

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the

Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

12. Termination of Agreement.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

13. Notice.

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof and addressed as follows:

To the County:
Rockdale County, Georgia
Attn: Tina Malone
P. O. Box 289
958 Milstead Avenue
Conyers, Georgia 30012

To the Contractor:
Abatech Services, Inc.
Attn: Bernard Ayuk, President
3476 Palmer Drive
Loganville, GA 30052

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

14. Assignment.

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

15. Corporate Authority.

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof: have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

16. Waiver.

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

17. Severability.

If any provision of this Agreement or application to any party or circumstances

shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

18. Interpretation.

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

19. Venue & Jurisdiction.

The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

20. Governing Law.

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

21. Binding Effect.

This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

22. Further Assurances.

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

23. Entire Agreement

This Agreement, its attachments and essential documents (as provided in ¶1

above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

ABATECH SERVICES, INC.

By: 

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: _____
Richard A. Oden, Chairman and CEO

Attest:

By: _____
Jennifer O. Rutledge, County Clerk

Approved as to form:

By: _____
M. Qader A. Baig, County Attorney



BID FORM – ITB No. 16-22

Instructions: Complete all THREE (3) parts of this bid form.

**ORIGINAL****PART I: Bid Summary**

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Bid Form.

1.	1320 Norton Road, Conyers, GA	Lump Sum	\$ 1,800 ⁰⁰
2.	1596 Cherry Hill Court	Lump Sum	\$ 4,900 ⁰⁰
3.	2569 Lake Capri Drive, Conyers, GA	Lump Sum	\$ 8,598 ⁰⁰
4.	5840 Little Mountain Drive, Ellenwood, GA	Lump Sum	\$ 7,900 ⁰⁰
5.	8391 Pleasant Hill Road, Lithonia, GA	Lump Sum	\$ 26,800 ⁰⁰
	Total for all five (5) above locations	TOTAL	\$ 49,998 ⁰⁰
			\$ 49,998 ⁰⁰

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"	06/15/2016	B-A
"2"	06/20/2016	B-A
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	ABATECH SERVICES INC.
Address	3476 PALMER DR LOGANVILLE GA 30052
Telephone	(678) 344 7959 (office), (770) 597 4496 (cell)
E-Mail	bayuk@abatechservices.com
Representative (print name)	BERNARD AYUK
Signature of Representative	
Date Submitted	06/23/2016

Addendum No. 1
June 13, 2016

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: ABATECH SERVICES, INC

I. INSTRUCTIONS

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

- A. Current address of contractor: 3476 PALMER DR
LOGANVILLE GA 30052
- B. Previous Name or address of contractor: 2795 MAIN ST. W. # 20 A
SNEZLIVILLE GA 30078
- C. Current president or CEO and years in position: BERNARD AYUK - 18 YEARS
- D. Number of permanent employees: 17
- E. Name and address of affiliated companies: N/A

III. FINANCIAL STATUS

- A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

A.	Revenues (Gross)	\$ 2,560,000 ⁰⁰
B.	Expenditures (Gross)	\$ 1,904,100 ⁰⁰
C.	Overhead & Admin (Gross)	\$ 580,000 ⁰⁰
D.	Profit (Gross)	\$ 75,900 ⁰⁰

2. YEAR PRIOR TO "1" ABOVE:

A.	Revenues (Gross)	\$ 2,490,100 ⁰⁰
B.	Expenditures (Gross)	\$ 1,805,050 ⁰⁰
C.	Overhead & Admin (Gross)	\$ 598,150 ⁰⁰
D.	Profit (Gross)	\$ 86,900 ⁰⁰

3. YEAR PRIOR TO "2" ABOVE:

A.	Revenues (Gross)	\$ 2,440,100 ⁰⁰
B.	Expenditures (Gross)	\$ 1,849,900 ⁰⁰
C.	Overhead & Admin (Gross)	\$ 492,300 ⁰⁰
D.	Profit (Gross)	\$ 97,900 ⁰⁰

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

NO

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

NO

C. BONDING

1. What is the Contractor's current bonding capacity?
2. What is the value of the Contractor's work currently under contract?

\$ 2,000,000⁰⁰

600,000⁰⁰

IV COMPANY EXPERIENCE - SIMILAR PROJECTS

- A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Project #1:

Name and Address:

1582 BROAD STREET, 3817 ARBOR LANE
1777 GRIMES STREET 2662 ZINGARA ROAD
CONYERS GEORGIA

Date of Construction:

August - Oct - 2014

Type of Construction:

ASBESTOS & DEMOLITION ON 4 Houses

Contract Price:

\$45,740

Owner contact info:

ROCKDALE COUNTY
98 MILLSTEAD AVENUE
CONYERS GA 30012

Architect/Engineer contact info:

DAWN STEWART (code enforcement)
(678) 758 8945
Email: DAWN.STEWART@rockdalecountyga.gov**Project #2:**

Name and Address:

W. DACULA ROAD & VARIOUS
Dacula Georgia 30049

Date of Construction:

JANUARY 2016

Type of Construction:

DEMOLITION OF HOUSES - FOR ROAD WIDENING

Contract Price:

COMMITTEE - \$52,900

Owner contact info:

GWINNETT COUNTY DOT
620 WINDER HWY
LAURENCEVILLE GA 30045

Architect/Engineer contact info:

JEFF ATHA - PROJECT CO-ORDINATOR
FW-822 7423 or 678-283 8640
Email: jeff.atha@gwinnettcountry.com**Project #3:**

Name and Address:

UNITED AIRLINES - LOUNGE
2ND FLOOR - 6000 N. TERMINAL PKWY
ATLANTA GEORGIA

Date of Construction:

JUNE - AUGUST 2015

Type of Construction:

ASBESTOS ABATE & DEMOLITION

Contract Price:

\$

Owner contact info:

ATLANTA INT. AIRPORT
TURNER CONSTRUCTION WAS CLIENT (GC)
495 PIEDMONT AVE NE. BLDG 11. STE 700
ATLANTA GA 30308

Architect/Engineer contact info:

JOHN ALLEN - PROJECT MGR
(404) 392-2164
Email: jallen@cco.com

V

ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? NO

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? NO

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? NO

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? NO

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? NO

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? NO

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

N/A

VI

COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

Our company has been fortunate to perform asbestos & demolition for Rockdale County previously. The County was very happy with our performance. We intend to perform the same high quality work again if ~~given~~ awarded this project.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor: *Abatech Services, Inc.*

Signature

Title

Date

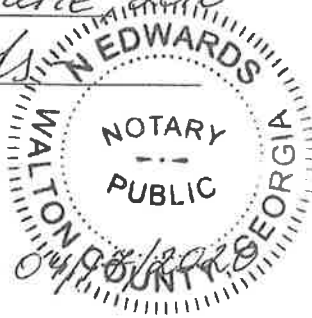
Sworn to and subscribed before me

This 23rd day of June 2016

Signature

Notary Public

My Commission Expires:



ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of GEORGIA

County of WILMINGTON

BERNARD AYUK, being first duly sworn, deposes and says that:

(1) He/She is OWNER/PRESIDENT (owner, partner officer, representative, or agent) of ABATECH SERVICES, INC., the Vendor that has submitted the attached ITB;

(2) He/She is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

[Signature]

(Signed)

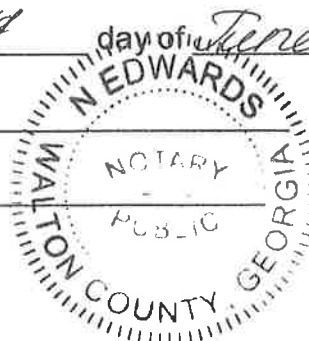
OWNER/PRESIDENT

(Title)

Subscribed and Sworn to before me this 23rd day of June, 20 16

Name Natalia Edwards

Title 04/17/2020
 My commission expires (Date)



Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

ABEN2002
Federal Work Authorization User Identification Number

June 2009
Date of Authorization

ABATECH SERVICES, INC
Name of Contractor

ITB # 16-22 - DEMO 6 HOMES
Name of Project

ROCKDALE COUNTY
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 06-23rd, 2016 in LOCAMVILLE (city), GA (state).

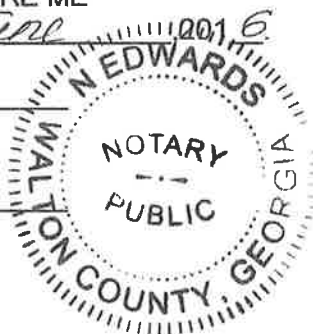
[Signature]
Signature of Authorized Officer or Agent

BERNARD AYUK - PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 23rd DAY OF June, 2016

[Signature]

NOTARY PUBLIC
My Commission Expires:
04/17/2020



Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I BERNARD AYUK. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) X I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



Signature of Applicant:

06/23/16
Date

BERNARD AYUK

Printed Name:

*

Alien Registration number for non-citizens

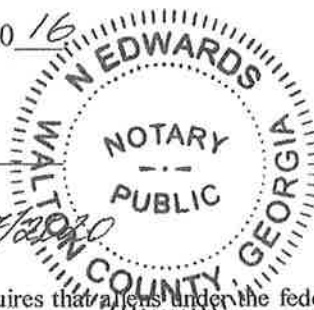
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

23rd DAY OF June, 20 16

A. Edwards

Notary Public

My commission Expires: 04/17/2020



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.



Addendum No. 1

**ITB No. 16-22: DEMOLITION OF SIX (6) UNSAFE STRUCTURES AND
DEVELOPMENT OF A PREQUALIFIED LIST OF DEMOLITION CONTRACTS**

June 13, 2016

ITB #16-22 is hereby amended as follows:

1. Below are questions received and corresponding answers:

A. Question: Has the prequalified demo contractors been selected?

Answer: No. They will be selected with this ITB.

B. Question: What needs to be done 2618 Fieldstone View Lane? (per my site inspection this is an empty lot)

Answer: Please remove the following property address from the list wherever cited in the ITB: 2618 Fieldstone View Lane, Conyers, GA. Also, remove the Bid Form on page 11 of 22 of the ITB and replace it with the attached Bid Form.

2. All other conditions remain in full force and effect.

3. If a proposal has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the proposal price, the new price and/or changes will be inserted below:

4. All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum on Page 11, Part II of the Bid Form.

Tina Malone

Tina Malone, CPPB CPPO
Procurement Officer
Department of Finance, Purchasing Division



Addendum No. 2

**ITB No. 16-22: DEMOLITION OF SIX (6) UNSAFE
STRUCTURES AND DEVELOPMENT OF A PREQUALIFIED LIST
OF DEMOLITION CONTRACTS**

June 20, 2016

ITB #16-22 is hereby amended as follows:

1. Below are questions received and corresponding answers:

- A. Question: The property @ 8391 Pleasant Hill Road -Lithonia, Georgia have fencing around the property and a concrete wall on the property, is these items included in the demo work?

Answer: .Yes. All man-made materials must be removed from the property with erosion control measures (ex: grass seed, straw) in place allowing the lot to revert back to a natural state.

- B. Question: . On bid-form -ITB #16-22 @ the bottom Part 3: Vendor Information. What do this section mean? What vendor?

Answer: You are the vendor. Vendor is referring to the company that is applying for the bid and the representative/contact information.

- C. Question: At least 80% of the properties is over grown. Do you have a trees limit for this project? Example: A. 1320 North Road Conyers, Georgia, the trees have covered the house.
B. 1320 North Road Conyers, Georgia property is connected too the property next door, the property look like one trace of land. Have had this location surveyed and skated off? If so, will this be made available too the contractor to avoid any problems.

Answer: We do not have any projects at 1320 North Road Conyers. We do have an address at 1320 Norton Road but this parcel is not connected to the lot next door; they are separate parcels. The demolitions are expected to as low impact as possible with the end result being a lot in a natural state of vegetation. We would expect the least amount of tree removal as possible.

- D. Question: What is the project budget?

Answer: That is to be determined.



- E. Question: A is the starting time and completing time?

Answer: Ideally we would like all projects to be completed no later than August 1, 2016.

- F. Question: Under Qualification of Offerors, Are you requesting to bid this project the contractor's must have business license from Rockdale County? If so, will the County pay the contractors for business license to submit a bid? The State of Georgia, clearly state that a contractor only need one "Valid Business License's" to conduct business in any City in Georgia. Have this changed?

Answer: It is stately clearly that "Bidders must have a current business license from their home office jurisdiction and provide a copy of that license with the submittal of their bid response." This means wherever your business address/office is located is the jurisdiction of the business license required; example: if your office is located in DeKalb County you must submit a valid copy of your current DeKalb County business license. If your office is located within Rockdale County then you must have a current Rockdale County business license.

- G. Question: Concern request: please provide an explanation and full intentions of this invitation to bid. Please Revise: A. [specific part, and development of a prequalified list of demolition "contracts"]! B. Please provide your "prequalified requirements , this information is not included in the bid documents. C. Protocol, for this too definitely equal and be fair to all of the contractors should have the same requirements to follow.

Answer: The intent of this ITB is to obtain pricing for the demolition and removal of debris of the properties listed and to also establish a pre-qualified list of vendors for future demolition projects. Vendors should submit all of the qualifications, including examples of past work, any licenses that are required, etc. to demonstrate that they are qualified to perform this work.

- H. Question: Will the selected contractor's be required to purchase permits per location? or No permits will be required? Example: A. State, County and City specific permits for "filling septic tanks". B. Have the septic tanks been completely pumped out? If so, please provide documents of last pumping.

Answer: Contractors are required to purchase all permits per location. The County has not completed any work on these properties. We do not have information on the current status of any septic tanks on these properties.

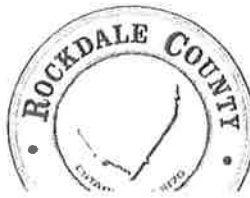
- I. Question: Concerns on the Summary of Scope: Please Revise this entire section:
A. Where is the abatement-asbestos surveying testing reports?
A1. Why are you handling this part of the project this way? All of the bidder's should bid the same way for each location
A2. Are you going to request proof that the contractor's provide proof of this abatement-asbestos surveying testing work was performed?

Board of Commissioners

Richard A. Oden, Chairman

Oz Nesbitt, Sr., Commissioner

Dr. Doreen Williams, Commissioner



Department of Finance

Telephone: 770-278-7555

Facsimile: 770-278-8910

A3. Please add a cost line item on the bid form for abatement-asbestos surveying testing work, so all bidder's will bid apple for apple.

B. 2nd paragraph; in 2nd sentence [In the absence of asbestos, demolition must be considered low impact].

B1. What does this sentence mean? Please provide a detail explanation.

C. Will the County or you have proof of ownership for review before proceeding with the project?

D. Where is the erosion control [silt fencing] plans to prevent run-off?

D1. This is a State requirement, land disturbing. Please add a cost line item on the bid form for on control.

Answer:

A. Abatement-asbestos surveying testing reports must be completed by the vendors chosen to complete the demolitions. The tests and removal estimates are expected to be included in the bid pricing.

A1. Not a question.

A2. Yes.

A3. Not a question.

B1. Low impact demolition must provide the least amount of impact to the surrounding environment.

C. Not clear on the question. The County does not own these properties nor will the County be purchasing these properties. Each property listed has been through Unsafe Structure Hearings.

D. All erosion control requirements must be in place on each property; this is the responsibility of the contractor completing the demolition. County Officials will monitor the progress of each site to ensure all requirements are met.

D1. Not a question.

- J. Question: 8391 Pleasant Hill Road, Lithonia – Should the tennis court and fencing be demolished and removed?

Answer: Yes. All man-made materials must be removed from the property with erosion control measures (ex: grass seed, straw) in place allowing the lot to revert back to a natural state.

- K. Question: 2618 Fieldstone View Lane, Conyers, GA - Since there is no structure on the property, are there any other demo scope items to be included?

Answer: This property has recently been demolished by the property owner.

- L. Question: Are there any special instructions for tree removal or can we leave all trees that do not impact the demo and remove any that do?

Board of Commissioners
Richard A. Oden, Chairman
Oz Nesbitt, Sr., Commissioner
Dr. Doreen Williams, Commissioner



Department of Finance
Telephone: 770-278-7555
Facsimile: 770-278-8910

Answer: The demolitions are expected to as low impact as possible with the end result being a lot in a natural state of vegetation. We would expect the least amount of tree removal as possible.

M. Question: Will there be any allowance for additional dumping between the site visit and the time the work starts?

Answer: No.

2. All other conditions remain in full force and effect.
3. If a proposal has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the proposal price, the new price and/or changes will be inserted below:

4. All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum on Page 11, Part II of the Bid Form.

Tina Malone

Tina Malone, CPPB CPPO
Procurement Officer
Department of Finance, Purchasing Division



Gwinnett County Licensing and Revenue 2016

446 W. Crogan Street - Suite 125
Lawrenceville, GA 30046

Not Transferable

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:
Expires:

March 31, 2016
March 31, 2017

Certificate Number:
Fee Paid:

2016009975
\$ 917.96

Business Name:
Description:

ABATECH SERVICES INC
GENERAL CONTRACTOR

MAIL TO:

ABATECH SERVICES INC
3476 PALMER DR
LOGANVILLE, GA 30052-2409

Business Location

3476 PALMER DR
LOGANVILLE, GA 30052-2409

Only valid at this location and when location conforms to Gwinnett County Ordinance